

**MUNICIPAL SERVICES AGREEMENT
BETWEEN THE CITY OF FORT WORTH, TEXAS**

AND

**WHIGHAM FAMILY LIMITED PARTNERSHIP; I AM ONE, INC.; AND
NOLIN W. RAGSDALE**

This Municipal Services Agreement ("Agreement") is entered into on _____ day of _____, _____ by and between the City of Fort Worth, Texas, a home-rule municipality of the State of Texas, ("City") and Whigham Family Limited Partnership; I AM ONE, Inc; and Nolin W. Ragsdale ("Owner").

RECITALS

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement.

WHEREAS, Section 43.0671 of the LGC permits the City to annex an area if each owner of land in an area requests the annexation;

WHEREAS, where the City elects to annex such an area, the City is required to enter into a written agreement with the property owner(s) that sets forth the City services to be provided for the Property on or after the effective date of annexation (the "Effective Date");

WHEREAS, Owner owns certain parcels of land situated in DENTON County, Texas, which consists of approximately 35.86 acres of land in the City's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit "A" attached and incorporated herein by reference ("Property");

WHEREAS, Owner has filed a written request with the City for full-purpose annexation of the Property, identified as Annexation Case No. AX-24-014 ("Annexation Case");

WHEREAS, City and Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, the Annexation Case and execution of this Agreement are subject to approval by the Fort Worth City Council; and

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:

- 1. PROPERTY.** This Agreement is only applicable to the Property, which is the subject of the Annexation Case.
- 2. INTENT.** It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be

accomplished through any means permitted by law. For purposes of this Agreement, “full municipal services” means all services provided by the City within its full-purpose boundaries, including water and wastewater services and excluding gas or electrical service.

3. MUNICIPAL SERVICES.

- a. Commencing on the Effective Date, the City will provide the municipal services set forth below. As used in this Agreement, “providing services” includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property owner participation in accordance with applicable city ordinances, rules, regulations, and policies.
 - i. Fire – The City’s Fire Department will provide emergency and fire protection services comparable with the provision of services available in other parts of the municipality with topography, land use and population density similar to the level of service contemplated or projected in the area.
 - ii. Police – The City’s Police Department will provide protection and law enforcement services.
 - iii. Emergency Medical Services – The City’s Fire Department and MedStar (or other entity engaged by the City after the Effective Date) will provide emergency medical services.
 - iv. Planning and Zoning – The City’s Development Services Department will provide comprehensive planning, land development, land use, and building review and inspection services in accordance with all applicable laws, rules, and regulations.
 - v. Parks and Recreational Facilities – Residents of the Property will be permitted to utilize all existing publicly-owned parks and recreational facilities and all such facilities acquired or constructed after the Effective Date (including community service facilities, libraries, swimming pools, etc.), throughout the City. Any private parks, facilities, and buildings will be unaffected by the annexation; provided, however, that the City will provide for maintenance and operation of the same upon acceptance of legal title thereto by the City and appropriations therefor. In the event the City acquires any other parks, facilities, or buildings necessary for City services within the Property, the appropriate City department will provide maintenance and operations of the same.
 - vi. Other Publicly Owned Buildings – Residents of the Property will be permitted to use all other publicly owned buildings and facilities where the public is granted access.
 - vii. Stormwater Utility Services – The Property will be included in the City’s Stormwater Utility service area and will be assessed a monthly fee based on the amount of impervious surface. The fees will cover the direct and indirect costs of stormwater management services.
 - viii. Roads and Streets (including Street lighting) – The City’s Transportation and Public Works Department will maintain the public streets and streetlights over which the City has jurisdiction. The City will provide regulatory signage services in accordance with the City policies and procedures and applicable laws.

- ix. Water and Wastewater to Existing Structures – Occupied structures that are using water-well and on-site sewer facilities on the Effective Date may continue to use the same. If a property owner desires to connect an existing structure to the City water and sewer system, then the owner may request a connection and receive up to 200 linear feet of water and sewer extension at the City’s cost for each occupied lot or tract in accordance with the City’s “Policy for the Installation of Community Facilities” and applicable law. Once connected to the City’s water and sanitary sewer mains, the water and sanitary sewage service will be provided by the City at rates established by City ordinances for such service.
 - x. Solid Waste Services – The City will provide solid waste collection services in accordance with existing City ordinances and policies, except where prohibited by law.
 - xi. Code Compliance – The City’s Code Department will provide education, enforcement, and abatement relating to code violations within the Property.
 - xii. Full Municipal Services – Commencing on the Effective Date, the City will provide to the Property all services provided by the City within its full-purpose boundaries and not otherwise listed above, except as provided in Section 3(b).
- b. The City will provide water service and wastewater treatment service to developments established after the Effective Date in accordance with, and on the schedule determined by, the City’s extension policies and applicable law and at rates established by City ordinances for such services.
 - c. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.
 - d. Owner understands and acknowledges that the City departments listed above may change names or be re-organized by the City Manager. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.
4. **SERVICE LEVEL.** The City will provide the Property with a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the City with topography, land use, and population density similar to those reasonably contemplated or projected for the Property.
5. **AUTHORITY.** City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of the Annexation Case is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.
6. **SEVERABILITY.** If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.
7. **INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation

relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.

8. **GOVERNING LAW AND VENUE.** Venue shall be in the state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas, Fort Worth Division and construed in conformity with the provisions of Texas Local Government Code Chapter 43.
9. **NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.
10. **GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.
11. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
12. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
13. **AGREEMENT BINDS AND BENEFITS SUCCESSORS AND RUNS WITH THE LAND.** This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property, is binding on the Owner and the City, and is enforceable by any current or future owner of any portion of the Property.
14. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties. This Agreement shall not be amended unless executed in writing by both parties.

Executed as of the day and year first above written to be effective on the effective date of annexation of the Property.

CITY OF FORT WORTH

By: _____

Name: Jesica McEachern
Assistant City Manager

Approved as to Form and Legality:

By: _____

Name: Melinda Ramos
Deputy City Attorney

By: _____

Name: _____
Contract Manager

By: _____

Name: Jannette S. Goodall
City Secretary

Approvals

M&C: By: _____

Ordinance No. By: _____

**State of Texas §
County of Tarrant §**

This instrument was acknowledged before me on the ____ day of _____, _____, by Jesica McEachern, Assistant City Manager of the City of Fort Worth, a Texas municipal corporation, on behalf of said corporation.

By: _____

Notary Public, State of Texas

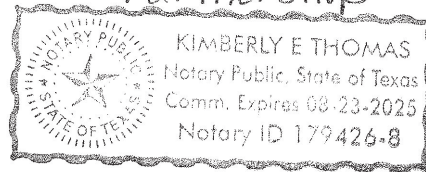
WHIGHAM FAMILY LIMITED PARTNERSHIP

By: Gerald Don Whigham
Name: Gerald Don Whigham
Title: General Partner

State of Texas §
County of Denton §

This instrument was acknowledged before me on the 8 day of Jan, 2025
by Gerald Don Whigham, GP, on behalf of Whigham Family Limited Partnership

By: K Thomas
Notary Public, State of Texas



I AM ONE, INC.

By:

Name:

Title:

State of Texas §

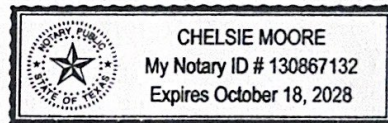
County of Montague §

This instrument was acknowledged before me on the 10 day of January, 2025

by _____, on behalf of _____.

By: Chelsie Moore

Notary Public, State of Texas



NOLIN W. RAGSDALE

By: Nolin Ragdale

Name: Nolin Ragdale

Title: _____

State of Texas §

County of Montague §

This instrument was acknowledged before me on the 10 day of January, 2025
by _____, on behalf of _____

By: Chelsie Moore

Notary Public, State of Texas

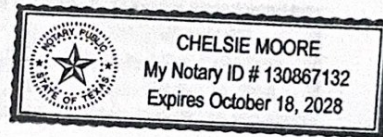


EXHIBIT A

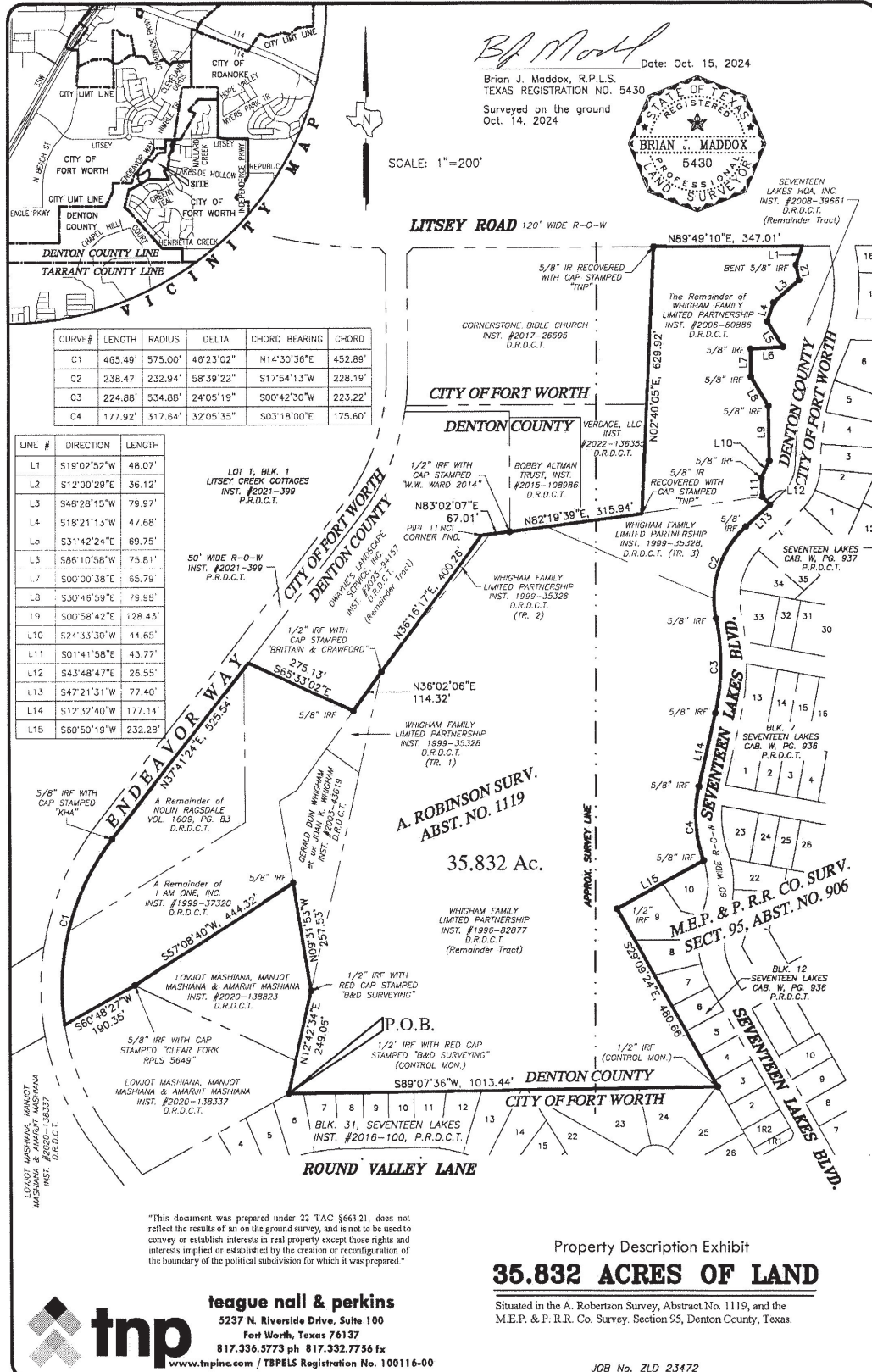


EXHIBIT A
Continued

Property Description

BEING 35.832 acres of land situated in the A. Robinson Survey, Abstract No. 1119, and the M.E.P. & P. R.R. Co. Survey, Section 95, Denton County, Texas, containing the remainder of a tract of land conveyed to Whigham Family Limited Partnership, according to the deed filed in Instrument #1996-82877, Deed Records of Denton County, Texas (D.R.D.C.T.), containing all of those tracts of land described in Tracts 1, 2 and 3 as conveyed to Whigham Family Limited Partnership, according to the deed filed in Instrument #1999-35328, D.R.D.C.T., containing all of the tract of land conveyed to Gerald Don Whigham and wife Joan K. Whigham, according to the deed filed in Instrument #2003-43619, D.R.D.C.T., and containing the remainder of the tract of land conveyed to Whigham Family Limited Partnership, according to the deed filed in Instrument #2006-60886, D.R.D.C.T., also containing a remainder of a tract of land conveyed to Nolin Ragsdale, according to the deed filed in Volume 1609, Page 83, D.R.D.C.T., and a remainder of a tract of land conveyed to I Am One, according to the deed filed in Instrument #1999-37320, D.R.D.C.T., and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod with cap stamped "B&D Surveying", found at the southwest corner of said Whigham tract (Inst. #1996-82877), also being the southeast corner of a tract of land conveyed to Lovjot Mashiana, Manjot Mashiana and Amarjit Mashiana, according to the deed filed in Instrument #2020-138337, D.R.D.C.T., and also being in the north line of Lot 6, Block 31, Seventeen Lakes, an addition to the City of Fort Worth, Denton County, Texas, as filed in Instrument #2016-100, Plat Records of Denton County, Texas (P.R.D.C.T.);

THENCE N 12°42'34" E, along the west line of said Whigham tract (Inst. #1996-82877), and along the east line of said Mashiana tract (Inst. #2020-138337), also passing along the east line of a tract of land conveyed to Lovjot Mashiana, Manjot Mashiana and Amarjit Mashiana, according to the deed filed in Instrument #2020-138823, D.R.D.C.T., a distance of 249.06 feet to a 1/2 inch iron rod with cap stamped "B&D Surveying", found at the most easterly corner of said Mashiana tract (Inst. #2020-138823), also being the south corner of said Whigham tract (Inst. #2003-43619);

THENCE N 09°31'53" W, along the west line of said Whigham tract (Inst. #2003-43619), and continuing along the east line of said Mashiana tract (Inst. #2020-138823), a distance of 257.53 feet to a 5/8 inch iron rod found at a southeast corner of the remainder of said I Am One tract, also being the north corner of said Mashiana tract (Inst. #2020-138823);

THENCE S 57°08'40" W, along a south line of a remainder of said I Am One tract, and along the north line of said Mashiana tract (Inst. #2020-138823), a distance of 444.32 feet to a 5/8 inch iron rod with cap stamped "Clear Fork RPLS 5649", found at the west corner of said Mashiana tract (Inst. #2020-138823), also being the north corner of said Mashiana tract (Inst. #2020-138337);

THENCE S 60°48'27" W, continuing along a south line of a remainder of said I Am One tract, and along the north line of said Mashiana tract (Inst. #2020-138337), a distance of 190.35 feet to the southwest corner of a remainder of said I Am One tract, also being the northwest corner of said Mashiana tract (Inst. #2020-138337), also being in the east Right-of-Way (R-O-W) line of Endeavor Way (50' in width, as filed in said Instrument #2021-399, P.R.D.C.T., and being the beginning of a curve to the right whose radius is 575.00 feet, and whose long chord bears N 14°30'36" E, a distance of 452.89 feet;

THENCE along the east R-O-W line of said Endeavor Way, and along the west line of a remainder of said I Am One tract, also passing along the west line of a remainder of said Ragsdale tract, along said curve in a northeasterly direction, through a central angle of 46°23'02", an arc length of 465.49 feet to the end of said curve;

THENCE N 37°41'24" E, continuing along the east R-O-W line of said Endeavor Way, and along the west line of a remainder of said Ragsdale tract, also passing along the west line of a remainder of said I Am One tract, a distance of 525.54 feet to the most northerly corner of a remainder of said I Am One tract, also being the west corner of the remainder of a tract of land described in the deed to Dwayne's Landscape Services, Inc., as filed in Instrument #2023-94157, D.R.D.C.T.;

EXHIBIT A

Continued

THENCE S 65°33'02" E, along the most northerly line of a remainder of said I Am One tract, and along the south line of said Dwayne's Landscape Services, tract, a distance of 275.13 feet to a 5/8 inch iron rod found at the southeast corner of said Dwayne's Landscape Services, tract, also being the northeast corner of a remainder of said I Am One tract, and being in the west line west line of said Tract 1, of Whigham tract (Inst. #1999-35328);

THENCE N 36°02'06" E, along the west line of said Tract 1, of Whigham tract (Inst. #1999-35328), and along the east line of said Dwayne's Landscape tract, a distance of 114.32 feet to a 1/2 inch iron rod with cap stamped "Brittain & Crawford", found at the north corner of said Tract 1, of Whigham tract (Inst. #1999-35328), also being a northwest corner of said Whigham remainder tract (Inst. #1996-82877), and also being the southwest corner of Tract 2, of said Whigham tract (Inst. #1999-35328);

THENCE N 36°16'17" E, along the west line of said Tract 2, of Whigham tract (Inst. #1999-35328), and continuing along the east line of said Dwayne's Landscape tract, a distance of 400.26 feet to a pipe fence corner found the northwest corner of said Tract 2, of Whigham tract (Inst. #1999-35328), also being a re-entrant corner of said Dwayne's Landscape tract;

THENCE N 83°02'07" E, along the north line of said Tract 2, of Whigham tract (Inst. #1999-35328), the north line of said Whigham remainder tract (Inst. #1996-82877), and along the most easterly south line of said Dwayne's Landscape tract, a distance of 67.01 feet to a 1/2 inch iron rod with cap stamped "W.W. Ward 2014", found at the most easterly southeast corner of said Dwayne's Landscape tract, also being the southwest corner of a tract of land conveyed to Bobby Altman Trust, according to the deed filed in Instrument #2015-108986, D.R.D.C.T.;

THENCE N 82°19'39" E, along the south line of said Bobby Altman Trust tract, also passing along the south line of a tract of land conveyed to Verdace, LLC, according to the deed filed in Instrument #2022-136355, D.R.D.C.T., and continuing along the north line of said Whigham remainder tract (Inst. #1996-82877), also passing along the north line of Tract 3, of said Whigham tract (Inst. #1999-35328), a distance of 315.94 feet to a 5/8 inch iron rod with cap stamped "TNP", recovered at the southeast corner of said Verdace tract, also being the southwest corner of aforementioned Whigham remainder tract (Inst. #2006-60886);

THENCE N 02°40'05" E, along the west line of said Whigham remainder tract (Inst. #2006-60886), and along the east line of said Verdace tract, at a distance of 257.84 feet passing a 5/8 inch iron rod found at the northeast corner of said Verdace tract, also being the southeast corner of a tract of land conveyed to Cornerstone Bible Church, according to the deed filed in Instrument #2017-26595, D.R.D.C.T., and continuing along the east line of said Cornerstone Bible Church, and along the west line of said Whigham remainder tract (Inst. #2006-60886), in all, a distance of 629.92 feet to a 5/8 inch iron rod with cap stamped "TNP", recovered at the northwest corner of said Whigham remainder tract (Inst. #2006-60886), also being the northeast corner of said Cornerstone Bible Church, and also being in the south Right-of-Way (R-O-W) line of Litsey Road (120' in width);

THENCE N 89°49'10" E, along the north line of said Whigham remainder tract (Inst. #2006-60886), and along the south R-O-W line of said Litsey Road, a distance of 347.01 feet to the northeast corner of said Whigham remainder tract (Inst. #2006-60886), also being the northwest corner of the remainder of a tract of land conveyed to Seventeen Lakes Homeowners Association, Inc. (Seventeen Lakes HOA Inc.), according to the deed filed in Instrument #2008-39661, D.R.D.C.T.;

THENCE, along the east line of said Whigham remainder tract (Inst. #2006-60886), and along the west line of said Seventeen Lakes HOA Inc., the following courses, and distances;

S 19°02'52" W, a distance of 48.07 feet to a bent 5/8 inch iron rod found;

S 12°00'29" E, a distance of 36.12 feet to a 5/8 inch iron rod recovered with cap stamped "TNP";

S 48°28'15" W, a distance of 79.97 feet to a 5/8 inch iron rod recovered with cap stamped "TNP";

S 18°21'13" W, a distance of 47.68 feet to a 5/8 inch iron rod recovered with cap stamped "TNP";

EXHIBIT A

Continued

S 31°42'24" E, a distance of 69.75 feet to a 5/8 inch iron rod recovered with cap stamped "TNP";

S 86°10'58" W, a distance of 75.81 feet to a 5/8 inch iron rod found;

S 00°00'38" E, a distance of 65.79 feet to a 5/8 inch iron rod found;

S 30°46'59" E, a distance of 79.98 feet to a 5/8 inch iron rod found;

S 00°58'42" E, a distance of 128.43 feet to a 5/8 inch iron rod recovered with cap stamped "TNP";

S 24°33'30" W, a distance of 44.65 feet to a 5/8 inch iron rod found;

S 01°41'58" E, a distance of 43.77 feet to a 5/8 inch iron rod recovered with cap stamped "TNP", at the southeast corner of said Whigham remainder tract (Inst. #2006-60886), also being the northeast corner of Tract 3, of said Whigham tract (Inst. #1999-35328);

THENCE S 43°48'47" E, along the east line of Tract 3, of said Whigham tract (Inst. #1999-35328), and continuing along the southwest line of said Seventeen Lakes HOA Inc., a distance of 26.55 feet to a 5/8 inch iron rod with cap stamped "TNP", recovered at the south corner of said Seventeen Lakes HOA Inc., also being the most southerly northeast corner of Tract 3, of said Whigham tract (Inst. #1999-35328), and also being in the west R-O-W line of Seventeen Lakes Boulevard (60' in width);

THENCE along the east line of Tract 3, of said Whigham tract (Inst. #1999-35328), and along the west R-O-W line of said Seventeen Lakes Boulevard, the following courses and distances;

S 47°21'31" W, a distance of 77.40 feet to a 5/8 inch iron rod found at the beginning of a curve to the left whose radius is 232.94 feet, and whose long chord bears S 17°54'13" W, a distance of 228.19 feet;

Along said curve in a southwesterly direction, passing the southeast corner of Tract 3, of said Whigham tract (Inst. #1999-35328), also being the northeast corner of said Whigham tract (Inst. #1996-82877), and continuing along the west R-O-W line of said Seventeen Lakes Boulevard, through a central angle of 58°39'22", an arc length of 238.47 feet to a 5/8 inch iron rod found at the beginning of a reverse curve to the right whose radius is 534.88 feet, and whose long chord bears S 00°42'30" W, a distance of 223.22 feet;

THENCE continuing along the east of line said Whigham tract (Inst. #1996-82877), and along the west R-O-W line of said Seventeen Lakes Boulevard, the following courses and distances;

Along said curve in a southwesterly direction, through a central angle of 24°05'19", an arc length of 224.88 feet to a 5/8 inch iron rod found at the end of said curve;

S 12°32'40" W, a distance of 177.14 feet to a 5/8 inch iron rod found at the beginning of a curve to the left whose radius is 317.64 feet, and whose long chord bears S 03°18'00" E, a distance of 175.60 feet;

Along said curve in a southeasterly direction, through a central angle of 32°05'35", an arc length of 177.92 feet to a 5/8 inch iron rod found, at the end of said curve in the west R-O-W line of said Seventeen Lakes Boulevard, also being the most northerly southeast corner of said Whigham tract (Inst. #1996-82877), and also being the northeast corner of Lot 10, Block 12, Seventeen Lakes, an addition to the City of Fort Worth, Denton County, Texas, as filed in Cabinet W, Page 936, P.R.D.C.T.;

THENCE S 60°50'19" W, along the most northerly south line of said Whigham remainder tract (Inst. #1996-82877), and along the north line of said Lot 10, also passing along the north line of Lot 9, of said Block 12, Seventeen Lakes, a distance of 232.28 feet to a 1/2 inch iron

EXHIBIT A

Continued

rod found, at the northwest corner of said Lot 9, also being a re-entrant corner of said Whigham tract (Inst. #1996-82877);

THENCE S 29°09'24" E, along the most southerly east line of said Whigham tract (Inst. #1996-82877), and along the west line of said Lot 9, also passing along the west line of Lots 8 thru 3, of said Block 12, Seventeen Lakes, a distance of 480.66 feet to a 1/2 inch iron rod found, at the southeast corner of said Whigham tract (Inst. #1996-82877), also being the northeast corner of Lot 27, Block 31, of aforementioned Seventeen Lakes (Inst. #2016-100);

THENCE S 89°07'36" W, along the south line of said Whigham tract (Inst. #1996-82877), and along the north line of said Lot 27, Block 31, also passing along the north line of aforementioned Lot 6, and Lots 7 thru 14, 23 and 24, of said Block 31, of said Seventeen Lakes (Inst. #2016-100), a distance of 1013.44 feet to the **POINT OF BEGINNING** and containing 1,560,839 square feet or 35.832 acres of land.

"This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."